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 2 MARSHA M. HAMASAKI (SBN 102720), and
 3 PETER A. HUTCHINSON (SBN 225399), Members of
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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

CONSTRUCTION LABORERS TRUST
 FUNDS FOR SOUTHERN CALIFORNIA
 ADMINISTRATIVE COMPANY, a
 Delaware limited liability company,

Plaintiff,

vs.

ELLS TECH UNDERGROUND INC., a
 California corporation; ERIK SCOTT
 WILLIAMS, an individual; LISA NICOLE
 GRAHAM-WILLIAMS, an individual also
 known as LISA WILLIAMS and LISA
 NICOLE WILLIAMS; SURETY
 COMPANY OF THE PACIFIC, a
 California corporation,

Defendants.

CASE NUMBER:
 CV 08-6117 RGK (AJWx)

~~[SECOND PROPOSED]~~
 JUDGMENT

Plaintiff, Construction Laborers Trust Funds for Southern California
 Administrative Company, a Delaware limited liability company ("PLAINTIFF"), is
 the administrator of, agent for collection for, fiduciary to, and brought this action on
 behalf of, the Laborers Health and Welfare Trust Fund for Southern California,
 Construction Laborers Pension Trust for Southern California, Construction Laborers
 Vacation Trust for Southern California, Laborers Training and Re-training Trust

1 Fund for Southern California, Fund for Construction Industry Advancement, Center
2 for Contract Compliance and Laborers Contract Administration Trust Fund for
3 Southern California (collectively "Trust Funds").

4 Plaintiff has settled with defendant Surety Company of the Pacific, a
5 California corporation ("SURETY"). (Notice of Settlement, Docket No. 24.) The
6 SURETY has been dismissed from this action. (Order re Dismissal, Docket No. 29.).

7 Plaintiff brought a motion for judgment by default against the remaining defendants,
8 supported by declarations, which was granted by this Court in an order entered on
9 April 8, 2009. In accordance with the Court's order granting default judgment
10 (Docket No. 31), and the Declaration of Peter A. Hutchinson filed with the Court on
11 April 17, 2009:

12
13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT**
14 **JUDGMENT IS ENTERED** in favor of the plaintiff, Construction Laborers Trust
15 Funds for Southern California Administrative Company, a Delaware limited liability
16 company, the administrator of, agent for collection for, fiduciary to, and on behalf of,
17 the Laborers Health and Welfare Trust Fund for Southern California, Construction
18 Laborers Pension Trust for Southern California, Construction Laborers Vacation
19 Trust for Southern California, Laborers Training and Re-training Trust Fund for
20 Southern California, Fund for Construction Industry Advancement, Center for
21 Contract Compliance and Laborers Contract Administration Trust Fund for Southern
22 California, and against defendants Ells Tech Underground Inc., a California
23 corporation ("ELLS TECH"); Erik Scott Williams, an individual ("ERIK
24 WILLIAMS"); and Lisa Nicole Graham-Williams, an individual also known as Lisa
25 Williams and Lisa Nicole Williams ("LISA WILLIAMS"), as follows:

26 ///

27 ///

28 ///

1 1. Monetary damages are awarded **JOINTLY AND SEVERALLY AGAINST**
 2 **ELLS TECH AND LISA WILLIAMS IN THE TOTAL AMOUNT OF**
 3 **\$21,573.37**, consisting of:

4		
5	Unpaid Fringe Benefit Contributions:	\$10,266.56
6	Liquidated Damages:	\$ 6,670.90
7	Audit Fees:	\$ 200.00
8	Bank Fee for Bad Check:	\$ 35.00
9	Interest:	\$ 2,043.56
10	Attorneys' Fees:	\$ 1,870.35
11	Costs:	\$ 487.00

12

13 2. Monetary damages are awarded **JOINTLY AND SEVERALLY AGAINST**
 14 **ELLS TECH AND ERIK WILLIAMS IN THE TOTAL AMOUNT OF**
 15 **\$9,911.45**, consisting of:

16		
17	Principal Due on Promissory Note:	\$7,430.98
18	Interest:	\$ 682.11
19	Attorneys' Fees:	\$1,285.86
20	Costs:	\$ 512.50

21

22 The \$7,430.98 in Principal Due on Promissory Note awarded in and by this
 23 paragraph "2" is encompassed by, and a part of, the Unpaid Fringe Benefit
 24 Contributions and Liquidated Damages awarded jointly and severally against
 25 ELLS TECH and LISA WILLIAMS in paragraph "1" of this Judgment. In
 26 addition, of the \$512.50 in costs awarded in and by this paragraph "2", \$350 is
 27 for the fee incurred by Plaintiff in filing the complaint in this action, which is
 28 also included in the Costs set forth in paragraph "1" of this Judgment.

1 3. For the purposes of determining if any additional fringe benefit contributions
2 (and resulting liquidated damages and interest) are due to the Trust Funds by
3 ELLS TECH, LISA WILLIAMS and/or ERIK WILLIAMS, and determining
4 if any of ELLS TECH's employees are entitled to additional credits toward
5 fringe benefits, ELLS TECH, through its managing officer, managing
6 employees (including defendants LISA WILLIAMS and ERIK WILLIAMS),
7 agents, assigns and/or any other persons acting in concert with any one or
8 more of them, shall submit to an audit by Plaintiff for the period May 1, 2007
9 to the date of the audit, including the production of following documents:

10
11 A. All of ELLS TECH's payroll and employee documents, as well as any
12 other documents that may be relevant to a determination of the work
13 performed by ELLS TECH, its employees, its subcontractors and its
14 subcontractors' employees, including but not limited to payroll journals,
15 employee earnings records, certified payroll records, payroll check books and
16 stubs, cancelled payroll checks, payroll time cards and state and federal tax
17 returns (and all other state and federal tax documents), as well as labor
18 distribution journals and any other documents that may be relevant to an
19 identification of the employees who performed work for ELLS TECH or its
20 subcontractors, or which are relevant to a determination of the projects on
21 which ELLS TECH, its employees, its subcontractors or its subcontractors'
22 employees performed work, including any documents that provide the names,
23 addresses, social security numbers, job classification or the number of hours
24 worked by any one or more of ELLS TECH's employees, subcontractors or
25 subcontractors' employees;

26
27 B. All of ELLS TECH's job files for each contract, project or job on which
28 ELLS TECH, its employees, its subcontractors or its subcontractors'

1 employees worked, including but not limited to all documents, agreements and
2 contracts between ELLS TECH and any general contractor, subcontractor,
3 owner, builder or developer, as well as all field records, job records, notices,
4 project logs, supervisors' diaries or notes, employees' diaries, memoranda,
5 releases and any other documents that relate to the supervision of ELLS
6 TECH's employees, its subcontractors or its subcontractors' employees, or the
7 projects on which ELLS TECH, its employees, its subcontractors or its
8 subcontractors' employees performed work;

9
10 C. All of ELLS TECH's documents related to cash receipts, including but
11 not limited to ELLS TECH's cash receipts journals, accounts receivable
12 journals, accounts receivable subsidiary ledgers and billing invoices for all
13 contracts, projects or jobs on which ELLS TECH, its employees, its
14 subcontractors or its subcontractors' employees worked;

15
16 D. All of ELLS TECH's bank statements, including but not limited to those
17 for all checking, savings and investment accounts;

18
19 E. All of ELLS TECH's documents related to cash disbursements,
20 including but not limited to vendors' invoices, cash disbursement journals,
21 accounts payable journals, check registers and all other documents which
22 indicate cash disbursements;

23
24 G. All collective bargaining agreements between ELLS TECH and any
25 trade union, and all records of contributions by ELLS TECH to any trade
26 union trust fund other than the TRUST FUNDS; and

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28 ///

1 H. All documents related to the formation, licensing, renewal or operation
2 of ELLS TECH.
3

4 The Court shall retain jurisdiction over this action for any necessary enforcement of
5 the audit ordered hereby. This Judgment shall not operate as a bar, res judicata, or
6 other limitation of any right of PLAINTIFF, the Trust Funds or any constituent trust
7 fund of the Trust Funds to determine and collect any additional amounts determined
8 by the audit ordered hereby (or by other means) to be owed by ELLS TECH, LISA
9 WILLIAMS and/or ERIK WILLIAMS to the Trust Funds, or any constituent trust
10 fund of the Trust Funds. If additional amounts are determined to be due, Plaintiff
11 may file an application to the Court to reopen the case for entry of a supplement to
12 the Judgment, which shall be considered, *nunc pro tunc*, part of the Judgment entered
13 hereby. The injunctive relief ordered by this Judgment shall not serve to restrict the
14 enforceability of the portion of this Judgment awarding monetary damages.
15

16 DATED: April 24, 2009



Hon. R. Gary Klausner
United States District Court Judge

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18
19 Submitted by:
20 REICH, ADELL & CVITAN
A Professional Law Corporation
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22 By _____
23 PETER A. HUTCHINSON
Attorneys for Plaintiff
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